

OTC From Idaho Transportation Department (ITD)

U.S. ENVIRONMENTAL PROTECTION AGENCY

OFFER TO CONVEY EASEMENT AND ENVIRONMENTAL COVENANT

Bunker Hill Groundwater Collection & Central Treatment Plant Upgrades

Contract No. : DACW67-6-14-24

The STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT (hereinafter called the "Vendor"), in consideration of the mutual covenants and agreements and benefits that will accrue as a result of the remedial action to be undertaken as herein set forth, offers to convey to the **United States of America, on behalf of the ENVIRONMENTAL PROTECTION AGENCY** (hereinafter collectively called the "EPA"), and its assigns, a temporary construction easement as set forth in **Exhibit B** ("Temporary Easement"), in upon, over and across that certain tract of land depicted in **Exhibit A**, attached hereto and made part hereof. In addition, the Vendor offers to execute an Environmental Covenant substantially in the form as provided in **Exhibit C**, to be agreed to, finalized and recorded upon completion of construction, for the long term protection of the remedial action that will be undertaken on the Property (as defined in the Environmental Covenant attached hereto as Exhibit C).

The terms and conditions of this offer are as follows:

- (1) The Vendor hereby agrees that this offer may be accepted by the EPA, through any duly authorized representative, by delivering or mailing a notice of acceptance to the Vendor at the address stated below, at any time within six (6) months from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.
- (2) The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.
- (3) The terms and conditions aforesaid are to apply to and bind the successors, and assigns of the parties.
- (4) All terms and conditions with respect to this offer are expressly contained herein.
- (5) The Temporary Easement shall become effective immediately after acceptance of this Offer to Convey.

ENCL TO LTR DTD: June 25, 2015
(Date)

(6) Upon completion of the construction activities, an as-built survey of the project features as described in EC-3 of the Environmental Covenant shall be completed and provided to Vendor for review. Upon finalization by EPA of the as-built survey, the Environmental Covenant shall be executed by EPA and the original provided to Vendor for execution and recordation. A copy of the recorded Environmental Covenant shall be provided to EPA immediately after recordation.

SIGNED, SEALED, AND DELIVERED this 21 day of May, 2015.

VENDOR:

STATE OF IDAHO, IDAHO TRANSPORTATION BOARD,
by and through the IDAHO TRANSPORTATION DEPARTMENT

By: David B. Szplett
DAVID B. SZPLETT
Right of Way Manager

NOTICE OF ACCEPTANCE OF THIS OFFER IS SENT TO:

Idaho Transportation Department (HQ RW)
Attn: Nancy Patrick
P. O. Box 1729
Boise, Idaho 83707

ACCEPTANCE OF OFFER TO CONVEY TEMPORARY EASEMENT AND ENVIRONMENTAL
COVENANT

Date: June 15, 2015

The offer of the Vendor contained herein is hereby accepted for and on behalf of the EPA.

EPA:

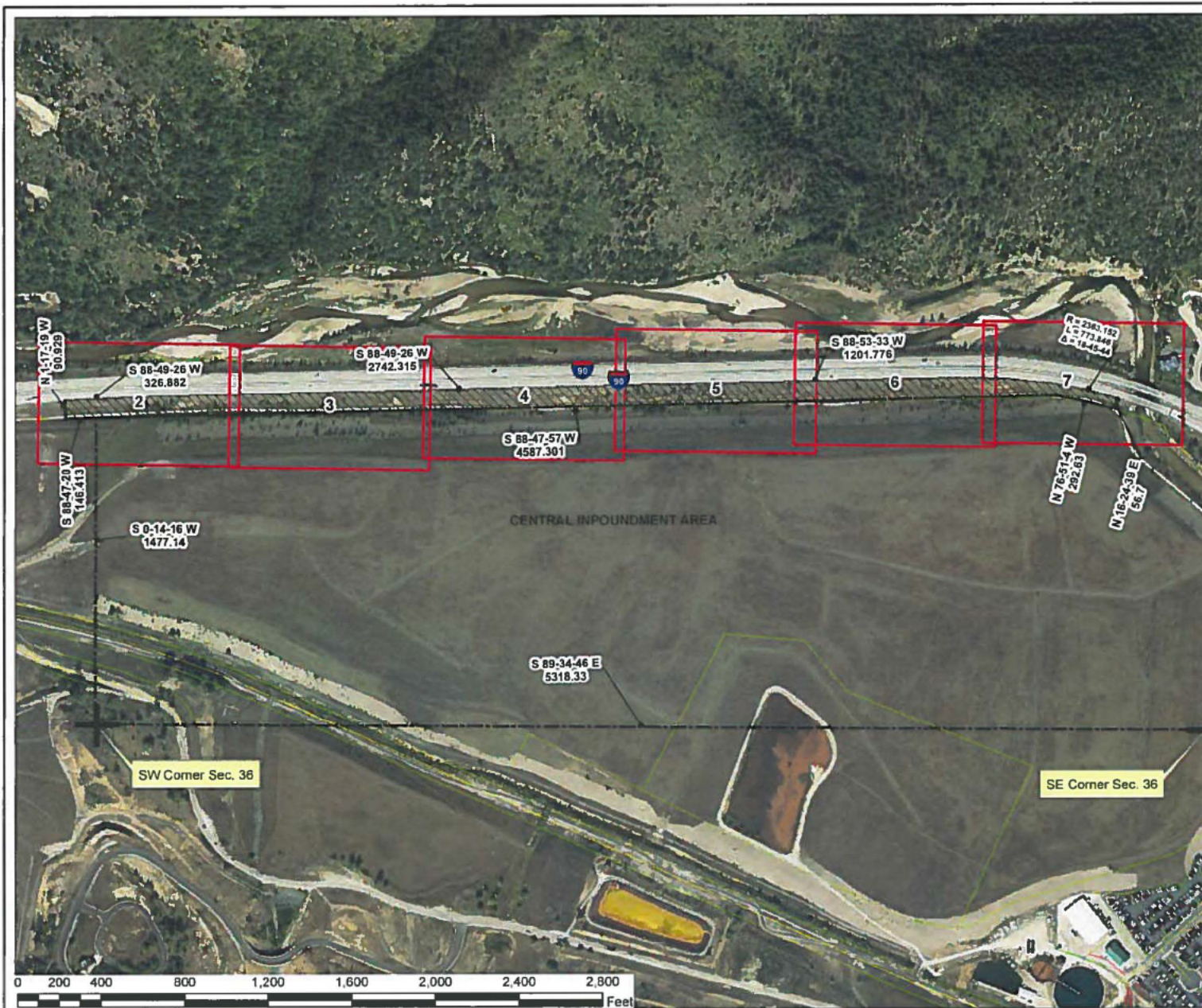
United States of America, on behalf of the
ENVIRONMENTAL PROTECTION AGENCY

By: 

Richard Albright, Director
Office of Environmental Cleanup

EXHIBIT A
to Offer to Convey

(Depiction of Temporary Easement)




Legend

- EASTERLY BOUNDARY
- EDGE OF PAVEMENT
- NORTH BOUNDARY LINE BUNKER HILL CIA
- SOUTH BOUNDARY TEMPORARY CONSTRUCTION EASEMENT
- NORTH LINE ENVIRONMENTAL COVENANT
- NORTH LINE TEMPORARY CONSTRUCTION EASEMENT
- SAFETY CLEAR ZONE LINE
- WESTERLY BOUNDARY
- Temporary Construction Easement

Note:

The South Boundary Line of the Temporary Construction Easement is the North Boundary Line Of the Bunker Hill CIA.



U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT
SEATTLE, WASHINGTON

Created by GJV	Date 25 May 2015	Project Bunker Hill GCS and CTP Upgrades	Sheet Overview
Section CDAMS SE TR	Date 25 May 2015	Station 	Notes

Bunker Hill GCS and CTP Upgrades Overview

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IDAHO STATE

SHOSHONE

Exhibit

A

Page 1 of 7



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- EASTERLY BOUNDARY
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U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT
SEATTLE, WASHINGTON

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Bunker Hill GCS and CTP Upgrades

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Exhibit

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Page 3 of 7



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- EASTERLY BOUNDARY
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U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT
SEATTLE, WASHINGTON

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Bunker Hill GCS and CTP Upgrades

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SHOSHONE

Exhibit

A

Page 5 of 7



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U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT
SEATTLE, WASHINGTON

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Section: CEWS B.E. TB	Date: 	Coordinate System: 	Project:

Bunker Hill GCS and CTP Upgrades

IDT

IDaho State

SHOSHONE

Exhibit
A

Page 7 of 7

EXHIBIT B
to Offer to Convey

(Form of Temporary Construction Easement)

Project No. I-90-1(11)48
Key No. A2064
Parcel No. 94
Parcel ID No.50093

DO NOT RECORD

TEMPORARY CONSTRUCTION EASEMENT

The **STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT** ("Grantor"), whose address is 3311 West State Street, Boise, Idaho 83703, in consideration for the benefits received from the Bunker Hill Central Impoundment Area Groundwater Collection System Project ("Project") to be constructed by the United States Environmental Protection Agency ("Grantee"), whose address is 1200 6th Ave., Suite 900, Seattle, WA 98101, does hereby grant unto Grantee the right to go upon, occupy, and use that certain area of property depicted on **EXHIBIT A** attached hereto and by this reference made a part hereof, hatched and labeled as "Temporary Construction Easement", and situated in a portion of Section 35 and Section 36, Township 49 North, Range 2 East, Boise Meridian, Shoshone County, Idaho ("Temporary Easement").

SUCH TEMPORARY EASEMENT SHALL BE FOR THE PURPOSE OF ACCESS AND CONSTRUCTION of the Project by Grantee, its agents or contractors, together with the right and privilege of ingress or egress to and from said Property for said construction, to include but not limited to, the location and construction of an underground conveyance pipeline, a cutoff wall, monitoring wells, and an access road, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles. Upon completion of construction, Grantee shall ensure that all such Project features that may be located in the Safety Clear Zone (intended upon completion of construction to be substantially similar to that area depicted on **EXHIBIT A**) shall be flush with the existing ground elevation. Additionally, preliminary and final survey requirements during construction shall include the following:

1. A preliminary survey, conducted by a professional land surveyor licensed in the State of Idaho, shall be prepared prior to commencement of construction to identify all monuments in the proposed construction area. Such final preliminary survey shall be provided to Grantor prior to commencement of construction.

2. Upon completion of construction, a fence will be installed to re-establish the Safety Clear Zone and all features that are located within the Safety Clear Zone shall only be accessed from the Interstate Highway 90 roadway and not from any area outside the Safety Clear Zone. The Safety Clear Zone shall be determined and identified by Grantor during the construction process and communicated to the project manager.
3. An as built survey, conducted by a professional land surveyor licensed in the State of Idaho, shall be prepared upon completion of construction to establish and monument the location of the project features, including the Safety Clear Zone boundary.
4. A record of survey shall be prepared by a professional land surveyor, licensed in the State of Idaho, showing permanent monuments, site control, site features (edge of pavement, fences, etc.) and ties to at least two government corners and shall be recorded in the county in which the property lies. This survey shall be submitted to ITD for review and approval before recording in the appropriate county.

It is expressly intended that these burdens and restrictions shall be in full force and effect and shall bind Grantor, Grantor's heirs and assigns, until completion of said Project.

Grantor does hereby covenant with Grantee that Grantor lawfully owns and possesses the aforementioned and described Temporary Easement, and Grantor has good and lawful right to convey said Temporary Easement.

IN WITNESS WHEREOF, Grantor herein has hereunto executed this Temporary Construction Easement this 21 day of May, 2015.

GRANTOR:

**STATE OF IDAHO, IDAHO TRANSPORTATION BOARD,
by and through the IDAHO TRANSPORTATION
DEPARTMENT**

By: David B. Szplett
DAVID B. SZPLETT
Right of Way Manager



Legend

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U.S. ARMY CORPS OF ENGINEERS SEATTLE DISTRICT SEATTLE, WASHINGTON			
Contract No.	Date	Scale	Notes

Bunker Hill GCS and CTP Upgrades	
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Exhibit A	Page 3 of 7
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U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT
SEATTLE, WASHINGTON

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CLARK, R. TR			
Comments/Notes			
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Bunker Hill CCS and CTP Upgrades

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Exhibit

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Page 4 of 7



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- EASTERN BOUNDARY
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U.S. ARMY CORPS OF ENGINEERS SEATTLE DISTRICT SEATTLE, WASHINGTON	
Project No. 2010-2015 210-0000	Project Name
Contract No. 210-0000	Contract System
Contract No. 210-0000	Contract System
Contract No. 210-0000	Contract System

Bunker Hill CCS and CTP Upgrades	SECTION
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Exhibit	A
Page 5 of 7	



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U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT
SEATTLE, WASHINGTON

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Bunker Hill GCS and CTP Upgrades

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Page 6 of 7




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SEATTLE DISTRICT
SEATTLE, WASHINGTON

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Coordinate System: 	Project: 	Drawing: 	Revision:

Bunker Hill GCS and CTP Upgrades

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SHO:STONE

Exhibit **A**

Page 7 of 7

EXHIBIT C
to Offer to Convey

(Form of Environmental Covenant)

Recording Requested By and
When Recorded Return to:
Idaho Transportation Department
Attn: HQ RW
P. O. Box 7129
Boise, ID 83707-1129

Project No. I-90-1(11)48
Key No. A2064
Parcel No. 94
Parcel ID No. 50093

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

ENVIRONMENTAL COVENANT

THE PROPERTY DESCRIBED HEREIN IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTING ACCESS AND IMPOSING ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL COVENANTS ACT, IDAHO CODE § 55-3001, et seq.

This instrument is an Environmental Covenant executed by the **STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT** (hereinafter "Grantor"), the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ("EPA")**, and the **IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY ("IDEQ")** pursuant to Idaho law including but not limited to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Grantor, as the current property owner, grants this Environmental Covenant to the EPA and IDEQ.

Property. This Environmental Covenant concerns real property located in the County of Shoshone, State of Idaho, and legally described in **Exhibit EC-1**, hereafter referred to as the "Property."

Property Ownership. Grantor hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the Property, holds fee simple title to the Property and Grantor has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. Historic mining activity in the Coeur d'Alene Basin (hereinafter "Basin") has left residual contamination throughout the communities and flood plains of the Basin. Pursuant to CERCLA, the EPA and the IDEQ have been implementing remedies throughout the Basin designed to protect human health and the environment. Certain aspects of these remedies are threatened by the potential for recontamination due to uncontrolled flooding. During these events, contaminated sediments from un-remediated areas may be deposited in already cleaned properties necessitating further remedial actions. This Environmental Covenant is necessary because the EPA and/or the IDEQ have implemented remedy protection measures on the Property which are intended to protect such implemented remedies on the Property or other parcels of property in the vicinity. This Environmental

Covenant ensures the EPA and the IDEQ have necessary access and requires that activities on the Property protect and do not interfere with remedy protection features on the Property that have been implemented.

Name and Location of Administrative Record. A copy of the administrative record for EPA decision-making at the Bunker Hill Mining and Metallurgical Complex Superfund Site (which includes the Property) can be found at the Molstead Library, North Idaho College, 1000 Garden Avenue, Coeur d'Alene 83814 or Superfund Records Center, EPA Region 10, 1200 Sixth Avenue (Suite 900), Seattle, Washington 98101.

Access and Activity and Use Limitations. Grantor hereby grants a non-exclusive easement over the Property as set forth below.

- 1. Access.** A right of access is granted to the IDEQ and the EPA, their respective contractors and third parties authorized by them, for the purpose of the remedy protection work, and as necessary to ensure continued maintenance and repair of the work described in **Exhibit EC-3** together with all necessary fixtures and appurtenances ("Facilities") on, over, across and under the Property described on **Exhibit EC-1** at the location shown on **Exhibit EC-2**. The IDEQ and the EPA, their contractors and third parties authorized by them, shall have a perpetual right of access necessary to perform maintenance and repair of Facilities constructed under this Environmental Covenant.
- 2. Activity and Use Limitations.** Grantor, and any successors in interest with respect to the Property, shall not materially interfere with or adversely affect the integrity or protectiveness of the remedy protection measures installed and/or undertaken on the Property as described in **Exhibit EC-3**. Except as provided by Exhibit EC-3, the EPA and the IDEQ, their contractors and third parties authorized by them, shall not materially interfere with or adversely affect the existing and future uses of Grantor's Property as highway right of way and highway functions as described in **Exhibit EC-3**.

Grantor's Use of the Property. Except as provided herein, Grantor reserves the right to the use and enjoyment of the Property subject to this Environmental Covenant.

Amendment by Consent. This Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

Duration, Amendment and/or Termination by Consent. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010.

Provisions to Run With the Land. The provisions of this Environmental Covenant shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that their interest in the Property shall be subject to the provisions of this Environmental Covenant.

Recording/Filing. This Environmental Covenant, once fully executed, and any amendment or termination of the Environmental Covenant, shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located. Upon receipt of the copy of the recorded Environmental Covenant, and any amendment or termination thereof, the IDEQ shall post the copy of the fully executed instrument in the Registry as required by Idaho Code § 55-3012(1).

Non-Waiver. No failure on the part of Grantor or the IDEQ or the EPA to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Grantor's, the IDEQ's, or the EPA's rights to enforce such term.

Partial Invalidity. If any portion of this Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.

Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Nothing in this Environmental Covenant shall affect the IDEQ's or the EPA's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the IDEQ, the EPA and Grantor, owner or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Grantor, owner or any other responsible party, under such voluntary consent order or other agreement. The IDEQ's and the EPA's acceptance hereunder is based upon the information presently known or available to the IDEQ and the EPA with respect to the environmental condition of the Property, and the IDEQ and the EPA reserves the right to take appropriate action under applicable authorities in the event the IDEQ or the EPA determines new information warrants such action.

No Third-Party Beneficiaries. There are no intended third-party beneficiaries, and the parties hereto expressly disclaim any unintended third-party beneficiaries to this Environmental Covenant or any part hereof.

Notice. Notice to the parties of this Environmental Covenant are effective upon receipt or refusal, subject to: (a) all notices, requests, claims, demands and other communications between the parties shall be in writing; (b) all notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail,

postage prepaid, (iv) by facsimile, or (iv) by electronic mail; (c) all notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third day following mailing, whichever occurs first. Such notice shall be sent using the party's address as specified below or such other address as may be specified in writing:

GRANTOR: Idaho Transportation Department Attn: HQ RW P. O. Box 7129 Boise, ID 83707-1129 Phone: (208) 334-8507 Email: nancy.patrick@itd.idaho.gov	EPA: United States Environmental Protection Agency Attn: Bill Adams 1200 6 th Ave., Suite 900 Seattle, WA 98101, Phone: (206) 553-2806 Email: adams.bill@epa.gov
IDEQ: Idaho Department of Environmental Quality Attn: Rob Hanson 1410 North Hilton Boise, Idaho 83706 Phone: (208) 373-0290 Cell Phone: (b) (6) Email: rob.hanson@deq.idaho.gov	

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

**STATE OF IDAHO, IDAHO TRANSPORTATION BOARD,
by and through the IDAHO TRANSPORTATION DEPARTMENT**

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this ____ day of _____, 2015, before me, a Notary Public in and for said State, personally appeared, DAVID B. SZPLETT, identified to me to be the Right of Way Manager of the IDAHO TRANSPORTATION DEPARTMENT and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at: Boise
My Commission Expires: _____

IDEQ:

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____
CURT FRANSEN, Director

STATE OF IDAHO)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2015, before me, a Notary Public in and for said State, personally appeared, Curt Fransen, known or identified to me to be the Director of the Idaho Department of Environmental Quality and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at: _____, ID
My Commission Expires: _____

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me, a Notary Public in _____ and for said State, personally appeared, Richard Albright, known or identified to me to be the Director of the Office of Environmental Cleanup, Environmental Protection Agency Region 10 and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

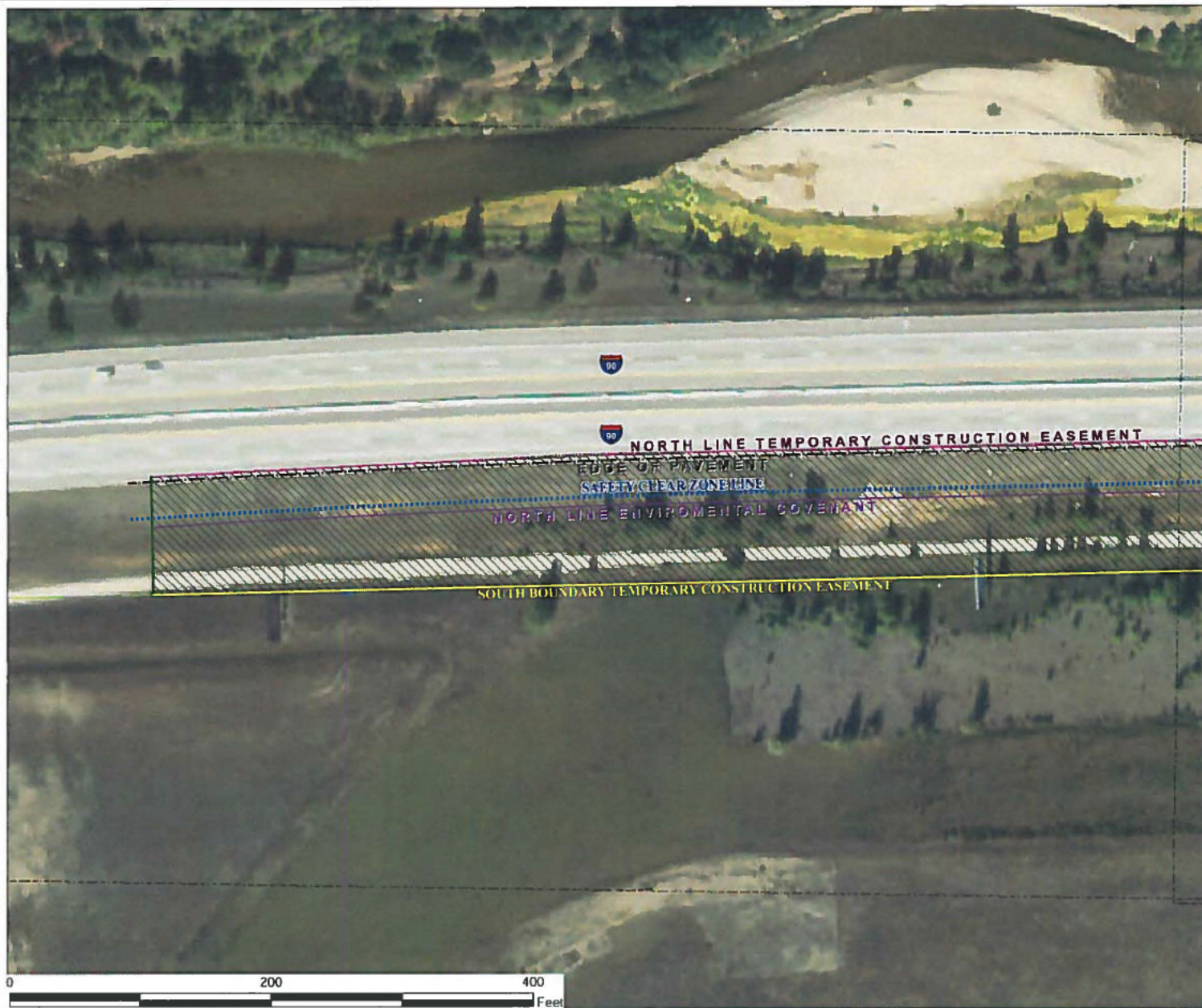
Notary Public for the State of Washington
Residing at: _____
My Commission Expires: _____

EXHIBIT EC-1

(Legal Description of Property)

To be finalized at completion of construction

EXHIBIT EC-2
(Depiction of Property)



Legend

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- NORTH LINE ENVIRONMENTAL COVERAGE
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U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT
SEATTLE, WASHINGTON

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		Path	© 2011 United States Army Corps of Engineers

Bunker Hill GCS and CTP Upgrades

IDT

IDaho STATE

SHOSHONE

Exhibit

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Page 2 of 7




Legend

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U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT
SEATTLE, WASHINGTON

<p><small>Created by:</small> GJV</p>	<p><small>Date:</small> 25 Mar 2015 <small>Time:</small> 2:28:44 PM</p>	<p><small>File Name:</small></p>	<p><small>Notes:</small></p>
<p><small>Section:</small> CTP/MS-RE-1R</p>	<p><small>Coordinate System:</small></p>	<p><small>Path:</small> O:\Riverside\Projects\MS-RE-1R\Bunker Hill CTP IDT temp2.mxd</p>	

Bunker Hill GCS and CTP Upgrades

SHOSHONE

Exhibit
A

Page 5 of 7



Legend

- EASTERLY BOUNDARY
- EDGE OF PAVEMENT
- NORTH BOUNDARY LINE BUNKER HILL CIA
- SOUTH BOUNDARY TEMPORARY CONSTRUCTION EASEMENT
- NORTH LINE ENVIRONMENTAL COVENANT
- NORTH LINE TEMPORARY CONSTRUCTION EASEMENT
- SAFETY CLEAR ZONE LINE
- WESTERLY BOUNDARY
- Temporary Construction Easement

Note:

The South Boundary Line of the Temporary Construction Easement is the North Boundary Line Of the Bunker Hill CIA.



U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT
SEATTLE WASHINGTON

Created by:	Date: 25 Mar 2011	File Name:	Name:
City:	2:18:42 PM	Drawn:	
System:		Comments System:	
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Bunker Hill GCS and CTP Upgrades

IDT

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SHOSHONE

Exhibit

A

Page 7 of 7

EXHIBIT EC-3

(Description of Remediation Work)

BUNKER HILL CENTRAL IMPOUNDMENT AREA REMEDIATION WORK:

Permanent project features for the Groundwater Collection System (GCS) include:

The location, construction, operation, maintenance, alteration, repair and patrol of an underground conveyance pipeline, a cutoff wall, monitoring wells, and an access road, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles.

Provided:

1. All project features within the Safety Clear Zone shall be flush with the ground elevation.
2. A preliminary survey, conducted by a professional land surveyor licensed in the State of Idaho, shall be prepared prior to commencement of construction to identify all monuments in the proposed construction area. Such final preliminary survey shall be provided to Grantor prior to commencement of construction.
3. Upon completion of construction, a fence will be installed to re-establish the Safety Clear Zone and all features that are located within the Safety Clear Zone shall only be accessed from the Interstate Highway 90 roadway and not from any area outside the Safety Clear Zone. The Safety Clear Zone shall be determined and identified by Grantor during the construction process and communicated to the project manager.
4. An as built survey, conducted by a professional land surveyor licensed in the State of Idaho, shall be prepared upon completion of construction to establish and monument the location of the project features, including the Safety Clear Zone boundary.
5. A record of survey shall be prepared by a professional land surveyor, licensed in the State of Idaho, showing permanent monuments, site control, site features (edge of pavement, fences, etc.) and ties to at least two government corners and shall be recorded in the county in which the property lies. This survey shall be submitted to ITD for review and approval before recording in the appropriate county.

In addition, use restrictions within the Property, as it is described in **Exhibit EC-1** and depicted in **Exhibit EC-2** are imposed to protect the Project features as follows:

6. Notice.

The parties shall provide advance notice as set forth in this Environmental Covenant, under the following circumstances:

To the IDEQ and the EPA for comment and coordination whenever Grantor's highway construction and/or expansion would disrupt any underground facilities or above-ground structures installed by the EPA and/or IDEQ or come within ten feet (10') of such underground facilities or above-ground structures not previously considered pursuant to Paragraph 11 entitled "Future Expansion of Interstate I-90." The intent of this notice requirement is that so long as Grantor has fulfilled the requirements of Paragraph 11, notice shall not be required when Grantor is operating according to Grantor's standard

business operations for highway maintenance, operation, reconstruction, and expansion.

To Grantor for comment and coordination whenever disturbance of surface ground is anticipated (after completion of construction of the remedy protection work) and when construction, operation, maintenance, alteration, repair and patrol of the subsurface and/or surface facilities and/or remedy protection work will affect (i) Grantor's use and enjoyment of the Property and/or (ii) the highway operations adjacent to the Property.

7. Cutoff Wall Penetrations.

- a. Penetrations of the soil bentonite cutoff wall (SBCW) shall be minimized to the greatest extent practicable.
- b. Where pipe or conduit penetrations of the wall are necessary, the centerline of the pipe or conduit should be oriented as close to right angles with the wall centerline as possible to minimize the length of penetration.
- c. Penetrations of the SBCW by pipelines or conduits shall be backfilled with a homogenous mixture of well graded sand, with or without silt or clay, combined with 10 percent by volume dry powdered bentonite, carefully compacted under and around the pipe or conduit. A lean cement-bentonite slurry may also be used as backfill to maintain groundwater cutoff. Granular bedding, pipe zone backfill, and trench backfill shall not be used through the SBCW limits.
- d. Penetrations of the top of wall protection system (e.g., geotextile and geogrid) shall be reconstructed with minimum 3-foot overlaps of the existing materials.
- e. When pipelines that penetrate the SBCW are removed from service or abandoned in place, the portion within 3 feet on both sides of the SBCW shall be filled full depth with a flowable cement or cement-bentonite grout to minimize the potential for old and damaged pipe to serve as a conduit for groundwater flow through the wall.

8. Foundations

- a. All pole foundations shall be located at least 5 feet from the edge of the SBCW.
- b. Foundations south of the SBCW and more than 5 feet deep shall be at least 20 feet away from all groundwater extraction wells or level monitoring wells unless specifically reviewed and approved by a qualified engineer.
- c. Designers are cautioned that shaft type pole foundations should be designed to consider reductions in soil strength if located within 6 foundation diameters of the SBCW. Spread footings could experience reduced capacity if located within 15 feet of the SBCW.

9. Surface Water and Ditch Maintenance.

The existing surface water ditch should remain on the north side of the SBCW. Excavations to widen or deepen the ditch should maintain a minimum of 2 feet of soil cover over the top of the SBCW and slope no steeper than 3:1.

10. Other.

- a. Pipes, conduits, and foundations must not compromise the GCS conveyance pipeline or the effectiveness of the downgradient groundwater monitoring wells.
- b. Copies of as-built records of any ground-penetrating work that occurs within the Property will be submitted to the EPA and the IDEQ.

11. Future Expansion of Interstate I-90.

To the extent possible, Grantor shall require that for a major I-90 modification, such as adding lanes, major structures, or large drainage facilities, a qualified, licensed engineer will consider as part of the design the impacts to the GCS resulting from the proposed modification and will adjust the design to maintain the function of the GCS. While it is not possible to anticipate all of the potential modifications that might occur, the engineer shall consider the following as part of the design:

- Modifications to the surface water drainage system that convey additional surface water runoff or infiltration to the south side of the SBCW should be avoided; the GCS has a limited capacity, the Central Treatment Plant (CTP) is only designed to be effective at treating the existing mining impacted groundwater (as opposed to roadway generated contamination), and collecting and treating clean water unnecessarily increases pumping and treatment costs.
- Large scale embankments will result in settlement of the native subsurface materials as well as settlement of the SBCW if located within its area of influence. Appropriate settlement allowance times and embankment overbuilding must be considered in construction planning. Although the HDPE GCS conveyance pipeline will be relatively settlement tolerant, the design should account for settlement effects on the main conveyance pipeline, all connecting pipes, and joints between the pipeline and connecting pipes.
- During rare events when the GCS cannot be pumped, groundwater may begin to overtop the SBCW and could emerge on the ground surface. The extent of groundwater to surface water flow when the SBCW is in place and the pumps are not functioning will be quantified during design, startup, and testing of the GCS and the data will be available. If I-90 embankments are extended over the top of the SBCW in the future and the groundwater to surface water flows are determined to be significant during unintended overflows, then an additional surface water collection ditch or high permeability gravel layer at the base of the embankment may be needed to limit the risk of groundwater mounding in future I-90 pavement subgrade in the event of a rare unintended wall overflow.

U.S. ENVIRONMENTAL PROTECTION AGENCY

OFFER TO CONVEY EASEMENT AND ENVIRONMENTAL COVENANT

Bunker Hill Groundwater Collection System & Central Treatment Plant Upgrade

Contract No. : DACW67-6-14-34

The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements and benefits that will accrue as a result of the remedial action undertaken herein set forth, offers to convey to the United States of America, on behalf of the Environmental Protection Agency (EPA) and its assigns, an easement as set forth in Exhibit C, in upon, over and across that certain tract of land described in Exhibit A and depicted in Exhibit B, attached hereto and made part hereof. In addition, the Vendor offers to execute an Environmental Covenant substantially in the form as provided in Exhibit D and to be finalized and agreed to upon completion of construction, for the long term protection of the remedial action that will be undertaken on the property.

The terms and conditions of this offer are as follows:

- (1) The Vendor hereby agrees that this offer may be accepted by the United States, through any duly authorized representative, by delivering, mailing or telegraphing a notice of acceptance to the Vendor at the address stated below, at any time with (6) six months from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.
- (2) The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.
- (3) The terms and conditions aforesaid are to apply to and bind the successors, and assigns of the Vendor.
- (4) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States had made any representation or promise with respect to this offer not expressly contained herein.
- (5) Closing shall occur when the easement and the Environmental Covenant are executed by the Vendor and delivered to the U.S. Army Corps of Engineers who is acting on behalf of EPA. Closing of the easement shall occur immediately after acceptance of this offer so that construction may commence. Closing of the Environment Covenant shall occur immediately after completion of an as built survey for the project features that will have been constructed as described in EC-3 of the Environmental Covenant.

SIGNED, SEALED, AND DELIVERED this 20th day of Feb, 2015.

Idaho Department of Environmental Quality (IDEQ)

By CAH

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO SENT TO:


Idaho Department of Environmental Quality (IDEQ)
1410 N. Hilton
Boise, Idaho 83706

ACCEPTANCE OF OFFER TO CONVEY EASEMENT AND ENVIRONMENTAL COVENANT

Date: *March 26, 2015*

The offer of the Vendor contained herein is hereby accepted for and on behalf of the
UNITED STATES OF AMERICA Environmental Protection Agency

.....
WITNESS:*


.....
EPA Signature block
Rick Albright, Director
Office of Environmental Cleanup

Bunker Hill GCS and CTP Upgrades
Temporary Construction
Easement from IDEQ

±38.69 acs

LEGAL DESCRIPTION

A Parcel of land located in Section 35, Township 49 North, Range 2 East, Boise Meridian, Shoshone County, Idaho more particulay described as follows:

The Southeast $\frac{1}{4}$ of Section 35, Township 49 North, Range 2 East, B.M. Shoshone County, State of Idaho.

Except a tract of ground located in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 49 North, Range 2 East, B.M., more particularly described as follows:

Beginning at the Southeast Corner of said tract, a point at the intersection of the North right-of-way line of the Union Pacific Railroad with West right-of-way line of the County Road at the mouth of Government Gulch, whence the Southwest Corner of Lot 2, Section 2, Township 48 North, Range 2 East, B.M., bears South $14^{\circ}34'$ West, 2039.72 feet distant; thence running along the Union Pacific right-of-way line on a $1^{\circ}00'$ curve to the left, the long chord of which bears South $82^{\circ}51'$ West, 129.64 feet to a point;

thence South $82^{\circ}12'$ West along said North right-of-way line of the Union Pacific Railroad, 366.24 feet to point of intersection North-South centerline of said Section 35;

thence North along said center of Section line 473.86 feet to its intersection with the South right-of-way line of the East approach to Smelterville from U.S. Highway No. 10;

Bunker Hill GCS and CTP Upgrades
Temporary Construction
Easement from IDEQ

±38.69 acs

thence North 73°53' East along said South right-of way line 95.87 feet to a point opposite and 35 feet from Engineering Station 44+00;
thence North 86°43' East along said South right-of-way line 50.86 feet to a point, opposite to and 45 feet from Engineering Station 441+500;
thence South 73°52' East, 257.61 feet to a point on the West right-of-way line of U.S. Highway No. 10 approach to Government Gulch;
thence South 22°27' East along the West right-of-way line U.S. Highway No. 10 approach to Government Gulch 80.00 feet to a point opposite to and 35 feet distant from Engineering Station 410.97.1 identical with Station 411+3.4 of the corrected survey of U.S. Highway No. 10 approach to government Gulch;
thence Southerly along the West right-of-way line of the County Road on a 5°43' curve to the right, the long chord of which bears South 13°31' East, 301.79 feet to the Southeast Corner and **place of beginning**.

ALSO EXCEPT that portion of the following described tract lying within the boundaries of the Southeast ¼, Section 35, Township 49 North, Range 2 East, B.M., Shoshone County, State of Idaho.

A tract of land situated partly in the Northeast ¼ of Section 2, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho and more particularly described as follows:

Using Bunker Hill Co. triangulation Meridian and beginning at Corner No. 1, an angle point in the Westerly line of said tract, marked by a drill steel pin whence the witness corner for the North ¼ corner of

Bunker Hill GCS and CTP Upgrades
Temporary Construction
Easement from IDEQ

±38.69 acs

Section 2, Township 48 North, Range 2 East, B.M., bears North 81°18' West, 45.1 feet distant and from said witness corner said North ¼ corner bears south 89°30' East, 20.00 feet distant;

Thence North 34°31'40" East, 82.71 feet distant to Corner No. 3, a point marked by a drill steel pin;

Thence North 68°45'53" East, 84.01 feet distant to Corner No. 3, a point marked by a drill steel pin;

Thence South 86°24' East, 271.19 feet distant to Corner No. 4, a point marked by a drill steel pin;

Thence South 16°11' West, 373.43 feet distant to Corner No. 5, a point marked by a drill steel pin;

Thence North 82°59'23" West, 302.35 feet distant to Corner No. 6, a point marked by a drill steel pin;

Thence North 1°59' East, 240.34 feet distant to the **place of beginning**.

ALSO EXCEPT: that portion of the North ½ of the Southeast ¼ of Section 35, Township 49 North, Range 2 East, B.M., Shoshone County, State of Idaho lying North of the South Fork of the Coeur d'Alene River.

ALSO EXCEPT: that portion falling under the I-90 Right-of-Way

Contains 38.69 acres, more or less.

Bunker Hill GCS and CTP Upgrades
Temporary Construction
Easement from IDEQ

±38.69 acs

Legal Description Based on Concept Design Drawings, Unrecorded
Survey provided by EPA, and Quitclaim deed recorded on Shoshone County,
AF# 419091.

By OJV Nov 18 2014
Map: Bunker Hill CTP-IDEQ-temp.mxd
CAD/GIS: \OrgProjects\IIS\ Bunker Hill IDT\
Doc: 002369.docx

Page 4 of 4

EXHIBIT A



Legend

Temporary Construction Easement 135.69 ac

EXHIBIT B

Enclosure

1

Bunker Hill GCS and CTP Upgrades IDEQ

IDAHO STATE

SHOSHONE

Created by CJV	Date 18 Nov 2014 11:44:11 AM
Section CENWS-RE-TR	File Name
Coordinate System	Datum
Path D:\TR\Roads\Bunker Hill\Bunker Hill CTP\Bunker Hill CTP temp.mxd	Notes

U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT
SEATTLE, WASHINGTON



TEMPORARY WORK AREA EASEMENT

A temporary easement and right-of-way in, on, over, and across (the land described in Exhibit A) for a period not to exceed twelve(12) months, beginning with date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a work area, including the right to move, store, and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Bunker Hill Central Impoundment Area Groundwater Collection System Project, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, or obstacles within the limits of the right-of-way as necessary for completion of construction; reserving, however, to the landowners, their heirs, assigns, and tenants all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject however, to existing easements for public roads and highways, public trails, public utilities, railroads, and pipelines.

EXHIBIT C

TEMPORARY WORK AREA EASEMENT DEED

The Grantor, State of Idaho Department of Environmental Quality (IDEQ), for and in consideration of an Offer to Convey, executed between the United States of America Environmental Protection Agency, does hereby grant and convey to the United States of America and its assigns, a temporary work area easement in connection with the Bunker Hill Groundwater Collection System Project, in, upon, over and across the following described parcel of land situate, lying and being in the County of Shoshone, State of Idaho:

Legal Description Attached as Exhibit A

The easement and rights hereby granted include the right, power, privilege and easement in, on, over and across the above described property for the following purposes:

A temporary easement and right-of-way in, on, over, and across (the land described in Exhibit A) for a period not to exceed twelve (12) months, beginning with date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a work area, including the right to move, store, and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Bunker Hill Central Impoundment Area Groundwater Collection System Project, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, or obstacles within the limits of the right-of-way as necessary for completion of construction; reserving, however, to the landowners, their heirs, assigns, and tenants all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject however, to existing easements for public roads and highways, public trails, public utilities, railroads, and pipelines.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal this 22 day of April, 2015.

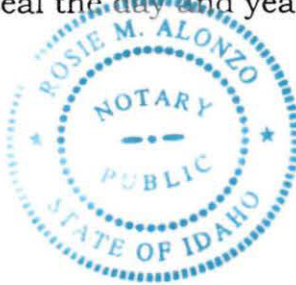
BY: 

DIRECTOR, IDEQ

STATE OF IDAHO)
) ss
County of Ada)

On this 22 day of April, 2015, personally appeared before me Curt A. Franson, to me known to be as the Director of the Idaho Department of Environmental Quality and acknowledged that they signed the same as the free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Rosie M. Alonzo
Notary Public in and for the State of Idaho
Residing at Nampa, ID
My Commission expires: 11/21/2020

Recording Requested By and
When Recorded Return to:
Seattle District, Corps of Engineers
Attn: CENWS-RE-RO
P.O. Box 3755
Seattle, WA 98032

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

ENVIRONMENTAL COVENANT

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTING ACCESS AND IMPOSING ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL COVENANTS ACT, IDAHO CODE § 55-3001, et seq.

This instrument is an Environmental Covenant executed by Idaho Department of Environmental Quality (hereinafter “Grantor/Holder” and also “Department”), the United States Environmental Protection Agency (“EPA”), pursuant to Idaho law including but not limited to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Grantor, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property located in the County of Shoshone, State of Idaho, legally described as shown in Exhibit “EC-1”, hereafter referred to as “the Property.”

Property Ownership. Grantor hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the property, holds fee simple title to the property and Grantor has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. Historic mining activity in the Coeur d’Alene Basin (hereinafter “Basin”) has left residual contamination throughout the communities and flood plains of the Basin. Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (“CERCLA”), EPA and the Department are implementing remedies in and near the town of Kellogg designed to protect human health and the environment. EPA has issued an Interim Record of Decision Amendment (RODA) under CERCLA dated August 27, 2012 for the Bunker Hill Mining and Metallurgical Complex Superfund Site (“the Bunker Hill Site”) that builds upon the remedies identified in the previous RODs for Operable Units (OUs) 1, 2, and 3 and incorporates additional information obtained since the ROD for OU 3 was issued in 2002. The Interim RODA selected remedial actions for the Upper Basin of the Coeur d’Alene River as well as the Bunker Hill Box, which are the main area of historical mining and industrial activities and the primary source of downstream metals contamination. A major component of the selected remedial actions requires that contaminated waters within the Bunker Hill Box be collected and conveyed to an upgraded Central Treatment Plan (CTP) for treatment prior to discharge into the South Fork Coeur d’Alene River (SFCDR). The Selected Remedy will include installing a containment (slurry) wall between the Central Impoundment Area (CIA) and the SFCDR and groundwater extraction from the shallow aquifer to provide hydraulic

containment and treatment of the contaminated groundwater. The collection and treatment of these contaminated waters is expected to result in significant improvements to the water quality of the SFCDR and the CDR. The features of this groundwater collection system include a conveyance pipeline to the CTP, a containment wall, monitoring wells, effluent discharge line from the CTP to the SFCDR and an access road. This instrument ensures EPA and the Department necessary access and requires that activities on the Property protect and do not interfere with groundwater collection system features on the Property that have been implemented.

Name and Location of Administrative Record. A copy of the administrative record for EPA decision-making at the Bunker Hill Mining and Metallurgical Complex Superfund Site (which includes the Property) can be found at the Molstead Library, North Idaho College, 1000 Garden Avenue, Coeur d'Alene 83814 or Superfund Records Center, EPA Region 10, 1200 Sixth Avenue (Suite 900), Seattle, Washington 98101.

Access and Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Grantor and any successor in interest with respect to the Property, are hereby restricted from using the Property, or any portion thereof, now or at any time in the future, as specifically set forth below unless such use has been expressly approved in writing by the Department and EPA:

- 1. Access.** A right of access is granted to EPA and also reserved by the Department, their respective contractors and third parties authorized by them for the purpose of the remedial action work, and as necessary to ensure continued maintenance and repair of the work, as described in Exhibit "EC-3" together with all necessary fixtures and appurtenances "facilities" on, over, across and under the Property shown on Exhibit "EC-1" at the location shown on Exhibit "EC-2". The Department and EPA, its contractors and third parties authorized by it shall have a perpetual right of access necessary to perform maintenance and repair of facilities constructed under this agreement.
- 2. Activity and Use Limitations.** By acceptance and recordation of this instrument, Grantor, and any successors in interest with respect to the Property, are hereby restricted from using the Property, or any portion thereof, now or at any time in the future, in a manner that will materially interfere with or adversely affect the integrity or protectiveness of the remedial action measures taken on the Property and as described in Exhibit EC-3, unless such use has been expressly approved in writing by the Department and the EPA.

Grantor's Use of the Property. Except as provided herein, Grantor reserves the right to the use and enjoyment of the Property subject to this Environmental Covenant, but such use shall not conflict or interfere with, EPA's or the Holder's rights herein granted.

Amendment by Consent. This Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

Duration, Amendment and/or Termination by Consent. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing. This Environmental Covenant, once fully executed, and any amendment or termination of the Environmental Covenant, shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Easement and Environmental Covenant is located. Upon receipt of the copy of the recorded Easement and Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code § 55-3012(1).

Non-Waiver. No failure on the part of the Department or EPA or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's, EPA's or any holder's rights to enforce such term.

Partial Invalidity. If any portion of this Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.

Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department and EPA retain all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's or EPA's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the Department, EPA and the owner or any

other responsible party. Nothing in this Environmental Covenant shall affect the obligations of the owner or any other responsible party under such voluntary consent order or other agreement. The Department's and EPA's acceptance hereunder is based upon the information presently known or available to the Department and EPA with respect to the environmental condition of the Property, and the Department and EPA reserves the right to take appropriate action under applicable authorities in the event the Department or EPA determines new information warrants such action.

No Third-Party Beneficiaries. There are no intended third-party beneficiaries, and the parties hereto expressly disclaim any unintended third-party beneficiaries to this Environmental Covenant or any part hereof.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

Signature and Acknowledgments

IDEQ

By: Curt Fransen, Director

STATE OF IDAHO)
)ss.
COUNTY OF _____)

On this ____ day of _____, 201_, before me, a Notary Public in and for said State, personally appeared, Curt Fransen, known or identified to me to be the Director of the Idaho Department of Environmental Quality and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at: _____, ID
My Commission Expires: _____

By: Richard Albright, Director Office of Environmental Cleanup

On this _____ day of _____, 201_, before me, a Notary Public in and for said State, personally appeared, Richard Albright, known or identified to me to be the Director of the Office of Environmental Cleanup, Environmental Protection Agency Region 10 and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public for the State of
Washington Residing at: _____
My Commission Expires: _____

LEGAL DESCRIPTION

4 Parcels of land located in Section 35, Township 49 North, Range 2 East, Boise Meridian, Shoshone County, Idaho more particurlay described as follows:

Area A:

Commencing at SW Corner of Section 36, Township 49 North, Range 2 East, Boise Meridian, Shoshone County, Idaho;

Thence North 00°14'16" East, a distance of 1,477.14 feet, more or less to the **POINT OF BEGINNING**;

thence, along the south boundary line of the I-90 Right of Way, South 88°47'20" West, 556.53 feet, more or less, to a point of curvature;

thence along a curve to the left, having a radius of 11347.22 feet, a chord bearing of South 83°36'12" West, a distance of 289.48 feet;

thence South 82°52'27" West, 964.19 Feet, more or less, **to point "A"**;

thence, leaving said Right of Way, South 07°30'35" East, 274.87 feet, more or less;

thence South 66°04'48" East, 397.83 Feet, more or less;

Bunker Hill CTP Drainage
Acquisition Project
Enviromental Covenant
from IDEQ

±13.60 acs

thence South 70°19'21" East, 311.94 Feet, more or less;
thence South 66°25'10" East, 166.61 Feet, more or less;
thence South 78°28'18" East, 259.78 Feet, more or less;
thence North 80°27'13" East, 80.60 Feet, more or less;
thence North 75°16'51" East, 108.48 Feet, more or less;
thence North 01°05'17" West, 104.16 Feet, more or less;
thence South 76°44'52" West, 116.45 Feet, more or less;
thence South 88°36'41" West, 83.37 Feet, more or less;
thence North 86°40'26" West, 126.99 Feet, more or less;
thence North 73°01'54" West, 151.70 Feet, more or less;
thence North 68°27'40" West, 119.55 Feet, more or less;
thence North 75°22'57" West, 284.62 Feet, more or less;
thence North 67°54'31" West, 155.88 Feet, more or less;
thence North 65°50'19" West, 164.20 Feet, more or less;
thence North 07°30'35" West, 127.57 Feet, more or less;
thence North 82°52'28" East, 30.00 Feet, more or less, to **Point "B"**;
thence North 82°52'27" East, 833.43 Feet, more or less,
thence North 83°35'30" East, 280.75 Feet, more or less;
thence North 88°47'20" East, 547.76 Feet, more or less;

Bunker Hill CTP Drainage
Acquisition Project
Enviromental Covenant
from IDEQ

±13.60 acs

thence North 00°14'16" East, 135.04 Feet, more or less to the **POINT**
OF BEGINNING.

Area B:

Beginnning at said **Point "B":**

thence South 07°30'35" East, 85.00 Feet, more or less;

thence North 82°52'27" East, 832.86 Feet, more or less;

thence North 83°34'59" East, 275.30 Feet, more or less;

thence North 88°47'20" East, 542.28 Feet, more or less;

thence North 00°14'16" East, 85.03 Feet, more or less;

thence South 88°47'20" West, 547.76 Feet, more or less;

thence South 83°35'30" West, 280.75 Feet, more or less;

thence South 82°52'27" West, 833.43 Feet, more or less to the **POINT**

OF BEGINNING.

Area C-1:

Beginnning at said **Point "A":**

thence South 82°52'27" West, 30.00 Feet, more or less;

By OJV
Chkd; JEF
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Bunker Hill CTP Drainage
Acquisition Project
Enviromental Covenant
from IDEQ

±13.60 acs

thence South 07°30'35" East , 291.90 feet, more or less;
thence South 66°04'48" East , 415.77 Feet, more or less;
thence South 70°19'22" East , 312.03 Feet, more or less;
thence South 66°25'10" East , 168.75 Feet, more or less;
thence South 78°28'18" East , 268.52 Feet, more or less;
thence North 80°27'13" East , 87.54 Feet, more or less;
thence North 75°16'51" East , 102.56 Feet, more or less;
thence North 01°05'21" West , 30.83 Feet, more or less;
thence South 75°16'51" West, 108.48 Feet, more or less;
thence South 80°27'13" West, 80.60 Feet, more or less;
thence North 78°28'18" West, 259.78 Feet, more or less;
thence North 66°25'10" West, 166.61 Feet, more or less;
thence North 70°19'21" West, 311.94 Feet, more or less;
thence North 66°04'48" West, 397.83 Feet, more or less;
thence North 07°30'35" West, 274.87 Feet, more or less, to **Point "A"**;

Area C-2:

Beginnning at said **Point "B"**:

thence South 07°30'35" East, 85.00 Feet, more or less;

Bunker Hill CTP Drainage
Acquisition Project
Environmental Covenant
from IDEQ

±13.60 acs

thence South 07°30'35" East, 25.62 Feet, more or less;
thence South 65°50'19" East, 146.92 Feet, more or less;
thence South 67°54'31" East, 153.38 Feet, more or less;
thence South 75°22'56" East, 284.48 Feet, more or less;
thence South 68°27'40" East, 120.17 Feet, more or less;
thence South 73°01'54" East, 146.91 Feet, more or less;
thence South 86°40'26" East, 122.16 Feet, more or less;
thence North 88°36'41" East, 79.02 Feet, more or less;
thence North 76°44'51" East, 119.73 Feet, more or less;
thence South 01°12'42" East, 30.68 Feet, more or less;
thence South 76°44'52" West, 116.45 Feet, more or less;
thence South 88°36'41" West, 83.37 Feet, more or less;
thence North 86°40'26" West, 126.99 Feet, more or less;
thence North 73°01'54" West, 151.70 Feet, more or less;
thence North 68°27'40" West, 119.55 Feet, more or less;
thence North 75°22'57" West, 284.62 Feet, more or less;
thence North 67°54'31" West, 155.88 Feet, more or less;
thence North 65°50'19" West, 164.20 Feet, more or less;
thence North 07°30'35" West, 127.57 Feet, more or less;

Bunker Hill CTP Drainage
Acquisition Project
Enviromental Covenant
from IDEQ

±13.60 acs

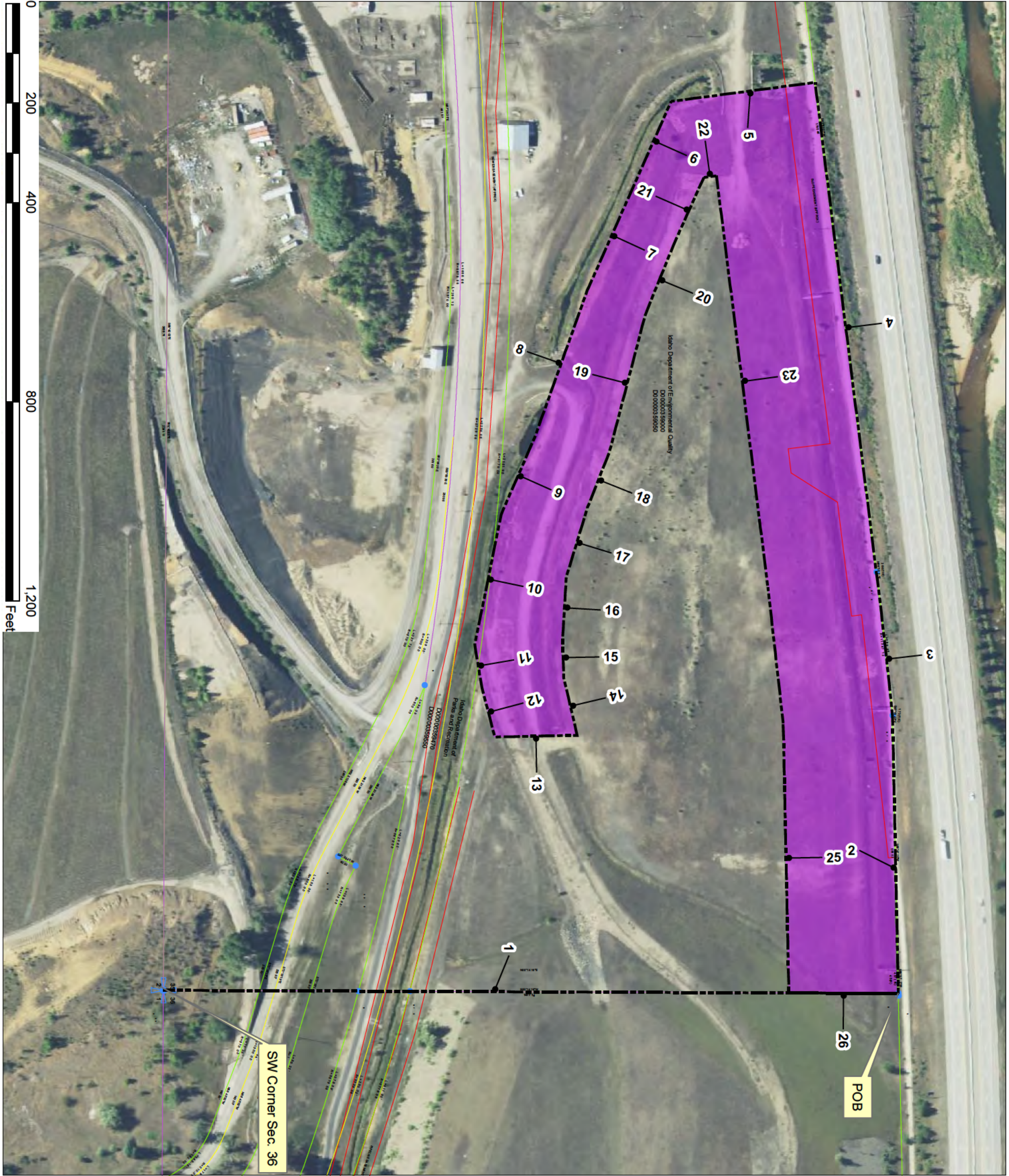
thence North 82°52'28" East, 30.00 Feet, more or less, to **Point "B"**;

Contains 13.60 acres, more or less.

Legal Description Based on Concept Design Drawings, and Unrecorded Survey
provided by EPA.

By OJV Oct 13 2014
Chkd; JEF Oct 14 2014
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Page 6 of 6



Legend



Environmental Covenant

Enclosure

1

Bunker Hill CTP Drainage Acquisition Project IDT

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U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT
SEATTLE, WASHINGTON

Notes:



BUNKER HILL CENTRAL IMPOUNDMENT AREA REMEDIATION WORK:

Permanent project features for the Groundwater Collection System:

Within the area designated as Area A below and at the locations shown on the as built survey dated _____ and attached hereto, the construction, operation, maintenance, alteration; repair and patrol of an underground conveyance pipeline, a cutoff wall, monitoring wells, and an access road, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles.

In addition, use restrictions on the land specific to designated areas are imposed to protect the function of the project features as follows:

Area A (as shown on the attached map).

1. No temporary excavations shall penetrate more than 2 feet below the finish ground surface without restoration of the protective feature at the top of the cutoff wall.
2. No permanent surface grading shall be allowed without engineering analysis to include, at a minimum: the surface water hydraulics; ground settlement; localized bearing capacity; and the potential for groundwater inundation and possible groundwater-to-surface flow during emergency events when the ground water extraction wells cannot be pumped. Furthermore, final grading must be capable of supporting HS-20 truck loading without excessive rutting.
3. No permanent structures, poles, or foundations of any size shall be located more than 5 feet below the existing ground surface within a 20 feet radius of any Groundwater Extraction Well or Level Monitoring Well.
4. Access to the project features for operation and maintenance shall not be obstructed and fencing may be required to prevent public access to above grade facilities associated with the groundwater collection system. Any fencing shall allow sufficient space for maintenance and repair vehicles. Construction within any fenced area that encloses a project feature shall not be permitted.
5. With exception of transient loads, no structural loadings in excess of 500 pounds per square foot or on an area larger than 100 square feet shall be permitted without an engineering analysis to consider the effects of settlement on the project features.

Area A and Area B (as shown on the attached map).

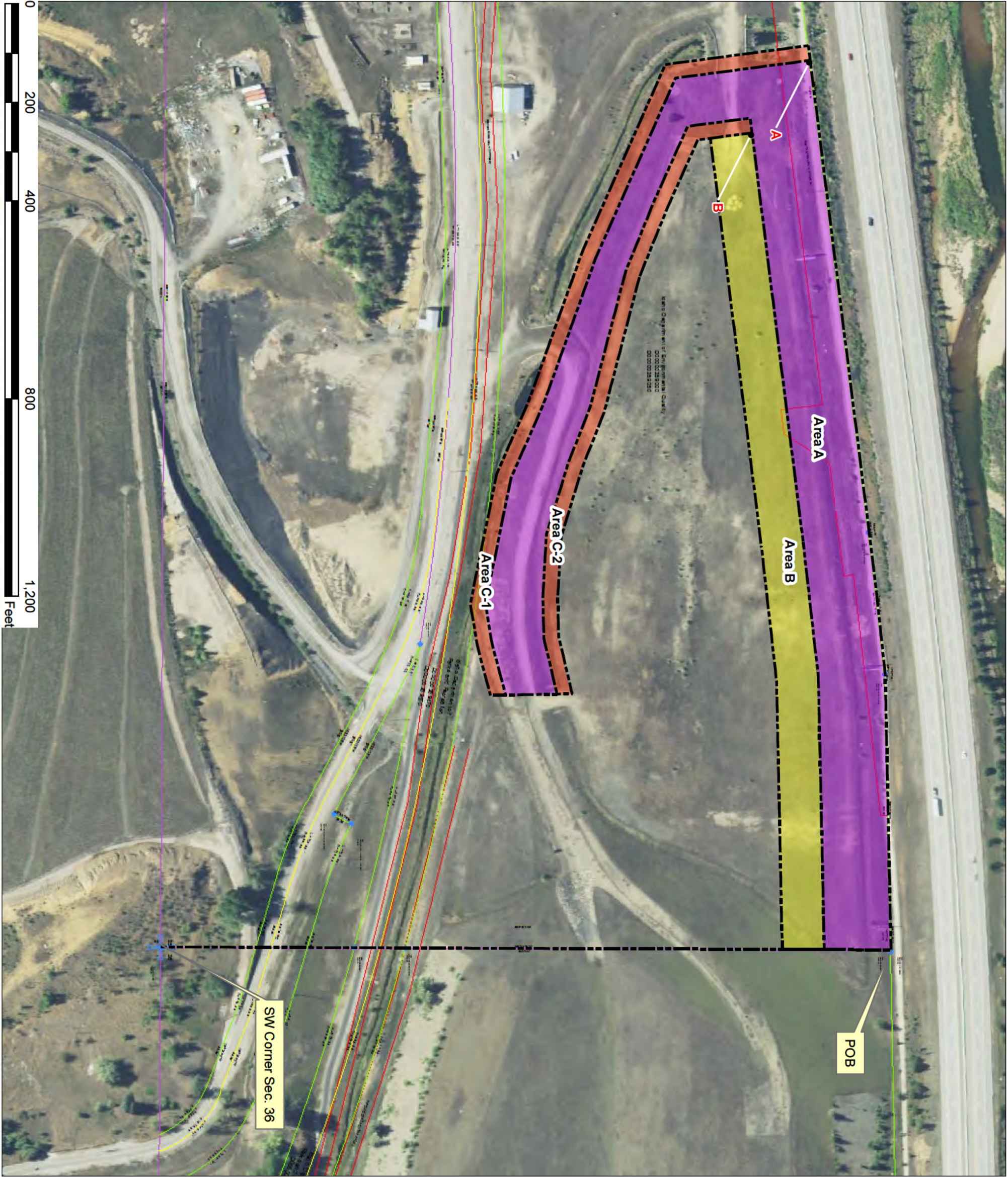
6. Permanent structures, poles or foundations more than 5 feet below the existing ground surface shall be less than 10 feet in diameter. The intent of this restriction is to prevent construction of below-grade facilities that could adversely impact the ability of the groundwater collection system to efficiently collect and pump groundwater to the CTP for treatment.

Area A and C (as shown on the attached map).

7. Spread footings and pole foundations placed on or within 30 feet of the cutoff wall must allow for reduced structural capacity due to the low strength and compressible nature of the cutoff wall, and that the soil-bentonite material may have migrated beyond the boundary of the cutoff wall.

General use restriction: no development shall occur that will increase surface water or ground water infiltration above existing levels or that will direct surface water from any source into the project area. Storm water must be discharged outside of the hydraulic capture area.

Provided, a request for consent to deviate from the above use restrictions for any future project may be submitted to the operator of the Groundwater Collection System, which consent shall not be unreasonably withheld, provided the request is accompanied by an analysis of a licensed professional engineer that concludes the proposed project will maintain the designed function of the Groundwater Collection System.



Legend

Environmental Covenant Areas

